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Wells Fargo Bank, N.A., Wells Fargo Auto Finance

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
WICHITA FALLS DIVISION

IN RE:	§	
	§	
TAMITHA DENEICE HOLLOWAY	§	CASE NO. 09-70466
	§	
Debtor.	§	

OBJECTION TO CONFIRMATION

TO THE HONORABLE BANKRUPTCY JUDGE:

NOW COMES Wells Fargo Bank, N.A., Wells Fargo Auto Finance secured creditor, hereinafter called Movant and makes this, its Objection to the Confirmation of Debtor's Chapter 13 Plan, and for grounds thereof would respectfully show the Court the following:

1. Movant would show the Court that on or about 06/22/2006, Debtor executed and delivered to Movant a certain Retail Installment Sale Contract in the principal amount of \$25,243.56, for the purchase of a 2006 Ford Explorer, VIN 1FMEU62E86UA55525, wherein Debtor agreed to pay Movant, 72 payments in the amount of \$546.88, beginning on 07/22/2006. A copy of the Retail Installment Sale Contract is attached hereto as Exhibit "A", and incorporated herein for all intents and purposes. Movant is the lienholder on said vehicle as evidenced by the copy of the Texas Certificate of Title, attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.

2. On or about September 17, 2009, Debtor filed for protection of the United States Bankruptcy Court under a Chapter 13 petition. Debtor's Chapter 13 Plan (Summary) states that the secured value of the afore described vehicle is \$9,010.00, and the rate of interest to repay is 7%. Movant asks the Court to order Debtor to modify the Plan to raise the value to \$13,450.00, repayable at the contract rate of interest per annum.

3. Movant further asks the Court to order Debtor to modify the Plan to increase the monthly payments on the aforesaid vehicle to reflect the new value and percentage of interest, for a period of no longer than 48 months.

4. Movant asks the Court to delay confirmation of Debtor's Plan until such time as this Objection is heard and resolved.

WHEREFORE, PREMISES CONSIDERED, Movant prays the Court set this Objection for hearing and upon hearing to order modification of Debtor's Plan to reflect the changes requested. Movant further prays for such other relief to which Movant may be entitled.

Respectfully submitted,

GLAST, PHILLIPS & MURRAY, P.C.

By: /s/ Sidney H. Scheinberg  
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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above and foregoing Objection has been served on each of the following parties of interest on October 16, 2009, by either electronic notification or by placing same in the United States Mail, postage prepaid, as follows:

Debtor's Attorney  
Monte J. White  
Monte J. White & Associates, P.C.  
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Debtor  
Tamitha Deneice Holloway  
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Trustee  
Walter OCheskey  
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U.S. Trustee  
1100 Commerce Street  
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/s/ Sidney H. Scheinberg  
SIDNEY H. SCHEINBERG